UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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OZGUR KARA,
On behalf of himself, FLSA Collective Plaintiffs
and the Class

Plaintiff,

vs.

AMGP RESTAURANT CORP. d/b/a YIASOU RESTAURANT, PETER KATSICHTIS and ANNA KATSICHTIS,

Defendants.

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Civil Action No.: 15-cv-6599

SETTLEMENT AGREEMENT & RELEASE OF WAGE AND HOUR CLAIMS

This Settlement Agreement and General Release ("Settlement Agreement") is made and entered into by Ozgur Kara ("Plaintiff", "Kara") and AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis (Defendants). Plaintiff and Defendants are jointly referred to in this Settlement Agreement as the "Settling Parties".

RECITALS

WHEREAS, on November 17, 2015, Plaintiff filed an action ("the Action") against Defendants alleging, *inter alia,* that DEFENDANTS failed to pay him certain wages due in connection with services he performed on their behalf. The aforementioned Action is currently pending in the United States District Court, Eastern District of New York, Case No: 15-cv-6599 ("the Action")

WHEREAS, on November 15, 2016, the Settling Parties to the lawsuit reached an agreement on all matters relating to the Plaintiff's claims and resolution of the Action herein during a settlement conference with Magistrate Judge Marilyn D. Go; and,

WHEREAS the Settling Parties desire to set forth all of the terms and conditions of their agreement in this Agreement;

WHEREAS, the Settling Parties understand and agree that Defendants for themselves and any and all present and former affiliated entities, predecessor entities, successor entities and their respective present and former officers, partners, directors, board members, principals, trustees, professional employer organizations, administrators, executors, agents, owners, shareholders, employees, and assigns, individually and in their official capacities, deny each and every assertion of wrongdoing with respect to the Plaintiff;

WHEREAS, this Agreement and compliance with it shall not be construed as an admission by any Defendant in the Action of any wrongdoing, nor any liability, or of any violation of any statute, duty, contract, right or order with respect to Plaintiff's allegations;

WHEREAS, the Plaintiff, with full assistance and through consultation with counsel, freely and voluntarily enters into this Agreement in exchange for the promises contained herein which pertain to Releasees and the full payment due from Releasees as provided for herein; and

WHEREAS, the Court has made no findings as to the merits of the Complaint; and

WHEREAS, the terms and conditions of this Agreement, including the Release incorporated herein, have been explained to the Parties by their counsel;

NOW THEREFORE, in consideration of the mutual promises and release contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

1. Settlement Sum: In consideration for the promises made by Plaintiff in this Agreement and upon the approval of the Court of said settlement and dismissal of the Action, Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will pay the Plaintiff $72,000 (the "Settlement Sum") upon approval of the settlement agreement by the Court and dismissal of the Action, as follows:

   a. **Initial Payment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $26,000 made payable to "Ozgur Kara c/o Akin Law Group, PLCC", reported on a 1099 and a second check in the amount of $6,000 made payable to "Ozgur Kara c/o Akin Law Group, PLCC" reported on a W2, within 30 days of the approval of the settlement agreement by the Court, by February 13, 2017;

   b. **First Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Akin Law Group", reported on a 1099 by March 13, 2017;

   c. **Second Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Akin Law Group", reported on a 1099 by April 13, 2017;

d. **Third Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Akin Law Group", reported on a 1099 by May 15, 2017;

e. **Fourth Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 reported on a W2 by June 15, 2017;

f. **Fifth Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $592.75 made payable to "Akin Law Group, PLCC", reported on a 1099, for expenses, and a second check in the amount of $4,407.25 made payable to "Ozgur Kara c/o Akin Law Group, PLCC" reported on a W2, by July 17, 2017;

g. **Sixth Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Ozgur Kara c/o Akin Law Group, PLCC" reported on a W2 by August 17, 2017;

h. **Seventh Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Ozgur Kara c/o Akin Law Group, PLCC" reported on a W2 by September 18, 2017;

i. **Eighth Installment:** Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will deliver to the Plaintiff's attorney a check of $5,000 made payable to "Akin Law Group, PLCC" reported on a 1099 by October 18, 2017.

A breakdown of the amounts noted above is attached as Exhibit A to the settlement agreement for ease of reference.

2. Defendants AMGP Restaurant Corp. d/b/a Yiasou Restaurant, Peter Katsichtis and Anna Katsichtis will be joint and severally responsible for payment of the Settlement Sum.

3. Should the Defendants fail to pay an installment within the allotted time frame as noted for each installment, after a five (5) day written notice served upon Defendants' attorney, any unpaid portion of the settlement amount will become due in full and the Plaintiff will seek to collect the entire remaining balance of the settlement from the Defendants within 3 business days thereafter.

4. Within five (5) days of the execution of this Agreement, Plaintiff will provide to the Defendants executed W9 and W4 forms for Plaintiff Kara and for Akin Law Group PLLC.

5. The Settling Parties represent and warrant that they shall pay all federal, state, and local taxes required on the payments. If it is subsequently determined that either Party owes any taxes with respect to any of the foregoing payments representing wages, liquidated damages, or attorneys fees, the Parties expressly acknowledge and agree that they and/or their heirs, executors, administrators, successors, trustees, assigns, and not the other Party, will be responsible for the payment of all such liabilities, payments and costs, including taxes, interest and penalties. Each Party agrees to indemnify, defend and hold harmless the other Party for any tax liability and penalties resulting from payment of the settlement funds as designated above.

6. The Settlement installments will be delivered to Akin Law Group PLLC, located at 45 Broadway Suite 1420, New York NY 10006.

7. No salary, benefits, vacation pay, sick pay or other payments or additional monies beyond the sums identified as the Settlement Sum above will be made by any party to the Plaintiff or on behalf of the Plaintiff and the Parties agree that Plaintiff is not entitled to any other payments for salary, benefits, wages, bonuses, allowances, compensatory time, severance pay, spread of hours pay, notice pay, vacation or holidays, accrued leave, paid leave, or any other form or kind of payment or compensation from the Defendants for any work he performed for Defendants beyond the Settlement Sum identified in Paragraph 1 above are owing, except as provided by any other written agreement between the Settling Parties.

8. In consideration for the payment of Seventy-Two Thousand Dollars ($72,00.00), ("the Settlement Payment") including attorney's fees and expenses, Plaintiff completely releases all claims against Defendants, their parent and affiliate companies, subsidiaries, divisions, business units, committees, groups, insurers and their predecessors, successors, assigns, trustees, administrators, partners, owners, and executors (collectively referred to as "Releasees"), and release and forever discharge the Releasees' heirs, executors, administrators, successors, trustees, assigns, subsidiaries, officers, directors, shareholders, employees, legal representatives, and agents of each of them, from all actions, causes of action, claims and suits, which against the Releasees, Plaintiff or Plaintiff's heirs, executors, administrators, successors, and/or assigns, may now have or hereinafter can, shall or may have arising under the Fair Labor Standards Act, 29 U.S.C. section 201 et seq., the New York Labor Law section 650 et seq., including Part 142, section 142-2.2 and section 142-2.4 of Title 12 of the Official Compilation of Codes, Rules and Regulations promulgated by the Commissioner of Labor pursuant to the Minimum Wage Act (Article 19 of the New York State Labor Law), the Wage Theft Prevention Act, the New York Hospitality Wage Order, and all Federal, State and local statutes, regulations, decisional law and ordinances related to the payment of wages, and their accompanying regulations and case law, (including attorney's fees and costs), known or unknown, without limitation arising out of Plaintiff's employment by the Defendants, the termination thereof, and/or the negotiation and/or execution of this Agreement from the beginning of the world to the day and date Plaintiff signs this Agreement up to and including the date of the complete execution of this Agreement. This release shall not extend to any rights for unemployment benefits.

9. The Parties acknowledge that the Releasees do not admit that they have done anything wrong or treated Plaintiff unlawfully, and the Releasees specifically state that they have not violated or abridged any federal, state, or local law or ordinance, or any right or obligation that they may owe or may have owed to the Plaintiff.

10. In consideration of the payments of the Settlement Sum under this Agreement, Plaintiff, for herself, her heirs, executors, administrators, agents and assigns, promises not to sue the Defendants based on any subject covered in the Release contained in Paragraph 8 above.

11. This release does not release the Settling Parties from obligations under this Agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible.

13. Any party may bring a claim for breach of this Agreement. If a Party to this Agreement brings any claims or action for breach of this Agreement or to enforce their respective rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs that they incur in connection therewith.

14. Plaintiff agrees to not make any oral or written communication of a false or defamatory nature to any person or entity which disparages Defendants in any way. Moreover, the Defendants agree not to make any oral or written communication of a false or defamatory nature to any person or entity, which disparages Plaintiff in any way. Defendants agree that they will respond to any requests for an employment reference regarding Plaintiff by stating the following, and only the following: Plaintiff's dates of employment and job title.

15. Plaintiff acknowledges that his employment with Defendants has ended, that upon receipt of the monies set forth herein he has been paid in full for all time worked and is owed no other forms of compensation, including, but not limited to, any wages, vacation or sick pay, accrued benefit, bonus or commission. Plaintiff further voluntarily and unequivocally acknowledges and agrees that by entering into this Agreement, he voluntarily and knowingly waives any and all rights to re-employment with Defendants, and will not seek employment with Defendants or any entity owned or controlled by Defendants at any time.

16. Enforcement of this Agreement shall be governed and interpreted by, and under, the laws of the State of New York, regardless of whether any party is, or may hereafter be, a resident of another state.

17. No waiver, modification, or amendment of the terms of this Agreement shall be valid or binding unless in writing, signed by or on behalf of all of the Parties, and then only to the extent set forth in such written waiver, modification or amendment.

18. This Agreement shall be binding upon, and inure to the benefit of, the parties and their affiliates, beneficiaries, heirs, executors, administrators, successors, and assigns.

19. This Agreement shall not be construed to create rights in, grant remedies to, or delegate any duty, obligation or undertaking established herein to, any third party as a beneficiary of this Agreement.

20. **Voluntary Dismissal with Prejudice:** Within 5 days after receipt of the Settlement payment delineated above, Plaintiff will file a Stipulation of Dismissal with Prejudice in the Action pursuant to Rule 41(a)(A)(1)(i) of the Federal Rules of Civil Procedure.

21. Plaintiff specifically acknowledges that this Agreement, and the monies he received pursuant to it, is a fair and reasonable resolution of a bona fide dispute over FLSA provisions, time worked and any claims that he could have brought in the Action. Plaintiff also acknowledges that he and his counsel conducted a thorough investigation into the facts underlying the allegations against the Defendants. Plaintiff believes that the settlement set forth in this Agreement is fair, reasonable, and adequate and in her best interest in light of all of the known facts and circumstances, including the risk of loss, risk of significant delay, affirmative defenses asserted by the Defendants and potential appellate issues.

22. The Settling Parties consent that the federal district court where the Action was originally filed will retain jurisdiction over any question or dispute arising out of or pursuant to this Settlement Agreement.

23. This Agreement constitutes the entire agreement of the Parties concerning the subjects included herein. This Agreement may not be changed or altered, except in writing and signed by all Parties.

24. In any interpretation of this Agreement the masculine, feminine or neuter pronouns, respectively, shall include the other genders.

25. This Agreement shall become effective upon its execution by all parties.

26. By signing this Agreement, Plaintiff acknowledges that he has carefully read, or has had it translated to him in his primary language, and understands this Agreement; that he has been given a reasonable time to consider her rights and obligations under this Agreement and has consulted with an attorney and/or any other advisors of her choice; that he understands that this Agreement is legally binding and by signing it he gives up certain rights; and has voluntarily chosen to enter into this Agreement and has not been forced or pressured in any way to sign it; and has not relied on any representation, statement, or omission made by any of Defendants' agents, attorneys or representatives with regard to the subject matter, basis or effect of this Agreement or otherwise, other than those expressly stated in this Agreement.

27. The Parties agree not to seek any interest, fees or costs from each other and they agree to be responsible for the payment of their own attorneys' fees, costs and

disbursements except as provided in this Agreement and any other written agreement between the Settling Parties.

28. The Parties may sign this Agreement in counterparts. In addition, any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

[continued on next page]

IN WITNESS WHEREOF, Plaintiff and Defendants have duly executed this Agreement & Release.

Ozgur Kara

By:________________________
Ozgur Kara

REPUBLIC OF TURKEY
STATE OF ~~NEW YORK~~ PROVINCE AND CITY OF ISTANBUL)
CONSULATE GENERAL OF THE) ss.:
COUNTY OF UNITED STATES OF AMERICA)

On the 24th day of January, 2017, before me personally came Ozgur Kara, to me known and known to me to be the individual described in and who executed the foregoing Release and Settlement Agreement, and duly acknowledged to me that he executed the same.

Sonia Laul
Consul
____
Notary Public

AMGP Restaurant Corp. d/b/a Yiasou Restaurant

By:______________________________
Peter Katsichtis

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 24 day of January, ~~2016~~ 2017, before me personally came Peter Katsichtis, to me known, who, being by me duly sworn, did depose and say that he is the President of AMGP Restaurant Corp. d/b/a Yiasou Restaurant, the institution described in and which executed the foregoing Release and Settlement Agreement; and that he signed his name thereto by authority of said Institution.

Inna Siganur
Notary Public, State of New York
No. 01SI6079495
Qualified in Kings County
comm. exp. Aug. 26, 2018

Notary Public

Peter Katsichtis

By:______________________________
Peter Katsichtis

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ___ day of ______________, 2016, before me personally came Peter Katsichtis, to me known and known to me to be the individual described in and who executed the foregoing Release and Settlement Agreement, and duly acknowledged to me that he executed the same.

____
Notary Public

Anna Katsichtis

By: ______________________
Anna Katsichtis

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 24 day of January, ~~2016~~ 2017, before me personally came Anna Katsichtis, to me known and known to me to be the individual described in and who executed the foregoing Release and Settlement Agreement, and duly acknowledged to me that she executed the same.

____
Notary Public

ALEKSANDR YUNUSOV
Notary Public - State of New York
NO. 01YU6257739
Qualified in Queens County
My Commission Expires Mar 19, 2020

Exhibit A
Kara v. AMGP Settlment Payout Breakdown and Dates- updated 1/16/2017

Total Settlement:		$72,000.00
Allocation:	**Attorneys' Fees**	$20,000.00
	Wages (W2)	$26,000.00
	Liquidated Dam. (1099)	$26,000.00

Payment Schedule

Installment #	**Date**	**Amount**	**To P/ALG**	**1009/W2**
Initial- Check 1	2/13/17	$26,000.00	P	1099
Initial- Check 2	2/13/17	$6,000.00	P	W2
1st	3/13/17	$5,000.00	ALG	1099
2nd	4/13/17	$5,000.00	ALG	1099
3rd	5/15/17	$5,000.00	ALG	1099
4th	6/15/17	$5,000.00	P	W2
5th - Check 1	7/17/17	$592.75	ALG (expenses)	1099
5th - Check 2	7/17/17	$4,407.25	P	W2
6th	8/17/17	$5,000.00	P	W2
7th	9/18/17	$5,000.00	P	W2
8th	10/18/17	$5,000.00	ALG	1099
	Total	**$72,000.00**		